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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

NORMAN F. SLIGAR, an individual,

Plaintiff,

vs.

JACKSON NATIONAL LIFE
INSURANCE COMPANY, a Michigan
corporation;

Defendant.

Case No.: 2:11-cv-403-KJD-(CWH)

**THE PARTIES' STIPULATION
REGARDING CONFIDENTIALITY OF
ITEMS PRODUCED IN DISCOVERY AND
(PROPOSED) PROTECTIVE ORDER**

AND RELATED COUNTERCLAIM

Defendant/Counterclaimant JACKSON NATIONAL LIFE INSURANCE COMPANY and Plaintiff/Counterdefendant NORMAN F. SLIGAR (the "Parties"), by and through their respective undersigned counsel of record, hereby stipulate and agree, as follows:

WHEREAS the Parties anticipate that they will produce documents or provide information in the courts of the above-captioned matter that contain certain personal, confidential business, financial or commercial information, trade secrets, or competitively sensitive information (the "Confidential Information");

WHEREAS the Parties desire to protect any Confidential Information that may be disclosed or used in the above-captioned matter;

THEREFORE, the Parties hereby enter into the terms of this Stipulation Regarding Confidentiality of Items Produced in Discovery pursuant to Fed. R. Civ. P. 26(c), seeking

1 the Court's Order limiting the disclosure of the Confidential Information that may be
2 produced or otherwise discovered in the above-captioned matter (the "Lawsuit").

3 Based on the foregoing,

4 IT IS HEREBY STIPULATED AND AGREED as follows:

5 1. Any information, document, or thing produced or created in connection with
6 the Lawsuit that is reasonably believed by a Producing Party¹ to contain proprietary
7 information, confidential research, or other commercially sensitive material, the disclosure
8 of which would tend to cause substantial harm to the Producing Party's legitimate
9 business or privacy interests, or the privacy interest of the Producing Party's employees or
10 customers, may be designated as "Confidential Material."²

11 2. The designation of Confidential Material shall be made by either
12 (1) labeling each document deemed confidential with the following designation:
13 "CONFIDENTIAL" or "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER in
14 *Sligar v. Jackson National Life Ins. Co.*, Case No. 2:11-cv-403-KJD-(CWH)" or any other
15 marking that brings the confidential nature of the document or materials to the attention of
16 a reasonable examiner; or (2) advising counsel for the Parties in writing of the documents
17 or materials, or portions thereof, that are considered Confidential Material and advising
18 counsel of the serialized (Bates) numbers of such documents or materials. When original
19 documents are produced in bulk, a party may designate an entire group of documents as
20 Confidential Material.

21 3. Confidential Material may be given, shown, made available to, or
22 communicated only to the following persons: (a) the Parties (including the Parties'

23 ¹ A "Producing Party" shall refer to any person or entity producing information, documents,
24 discovery responses, or testimony in connection with the Lawsuit, regardless of whether the
25 Producing Party is a Party to the Lawsuit. Additionally, the terms party or parties refer to the
26 current parties to the Lawsuit as well as any parties who may later be added to or join the
27 Lawsuit. The terms of this Stipulated Protective Order shall automatically apply to any such later
28 added or joined parties.

² "Confidential Material" may include (a) papers, tapes, documents (including responses to
written discovery requests), disks, diskettes, and other tangible things produced or obtained from
a Producing Party; (b) deposition testimony in this Lawsuit, including transcripts or portions of
transcripts and exhibits thereto; and (c) copies, extracts, and complete or partial summaries
prepared from such papers, documents, or things.

1 officers, directors, members, trustees, partners, or in-house legal personnel) and their
2 counsel of record, including employees of counsel who need access to such Confidential
3 Material for purposes of the Lawsuit (e.g., copy services, runners, legal assistants,
4 paralegals, etc. for purposes of copying, filing, scanning, etc.)); (b) third party consultants,
5 vendors, and independent experts employed by counsel for purposes of the Lawsuit;
6 (c) Witnesses called to testify at deposition or trial in the Lawsuit; and (d) Court personnel
7 including stenographic reporters engaged in such proceedings as are necessarily incident
8 to preparation for trial and trial of the Lawsuit.

9 4. Confidential Material may not be shown or disclosed to persons other than
10 those referenced in Paragraph 3 above unless (a) the party who first produced the
11 Confidential Material consents in writing; and (b) the party to whom the Confidential
12 Material is consented to be disclosed to executes an Agreement to be Bound by the
13 Protective Order Regarding Confidentiality of Documents, the form of which is attached
14 hereto as **Exhibit A**.

15 5. A party who neglects to appropriately designate Confidential Material when
16 produced as provided for in Paragraph 2 above may thereafter designate such Confidential
17 Material as confidential by giving written notice to all parties within thirty (30) days after
18 production of the serialized (Bates) stamp numbers of documents that should be so
19 designated.

20 6. Nothing in this Protective Order shall prohibit a Party or its counsel from
21 disclosing Confidential Material to the following persons: (a) person(s) who authored the
22 Confidential Material; and (b) person(s) who previously received the Confidential
23 Material without violating this Protective Order.

24 7. The Parties need not challenge the propriety of a designation of Confidential
25 Material when first made in order to preserve such a challenge. Rather, if a party comes
26 to disagree with any designation of Confidential Material, that party shall notify the
27 designating party in writing of the disagreement with the designation. Those parties shall
28 attempt to resolve the dispute informally and in good faith, but if the dispute cannot be

1 resolved, the party challenging the designation may request relief from the Court.

2 8. Each party is responsible for ensuring that access to information and
3 materials designated as Confidential Material is permitted only to those persons identified
4 in this Protective Order. All documents, information, and materials designated as
5 Confidential Material shall at all times be kept secure by the Parties and their counsel in
6 such a manner as to reasonably protected against the inadvertent disclosure of such
7 Confidential Material to any person not entitled to view or possess said Confidential
8 Material as stated herein.

9 9. If any Party or their counsel learns of any possession, knowledge, use or
10 disclosure of any Confidential Material by any person not specifically authorized by this
11 Protective Order to possess said Confidential Material, that Party and/or its counsel shall
12 immediately notify all Parties in writing, providing all knowledge of such unauthorized
13 possession, knowledge, use or disclosure of Confidential Material. The Parties agree to
14 cooperate in any litigation to prevent unauthorized use or further dissemination of the
15 Confidential Material or its contents.

16 10. Copies, summaries, abstracts or duplications of Confidential Material,
17 whether oral, written, or in any other form, including electronic means, shall be
18 considered the same as the Confidential Material itself and shall have the same restrictions
19 placed upon them as the Confidential Material as stated in this Protective Order.

20 11. Before receiving access to Confidential Material, each person identified in
21 Paragraph 4 shall be provided a copy of this Protective Order.

22 12. Before using any Confidential Material during any motion or other
23 proceeding in the Lawsuit, a party shall ensure that the confidentiality of such
24 Confidential Material(s) is protected by taking appropriate measures, including but not
25 limited to seeking the Court's permission to file under seal and by redacting Court records
26 and ensuring that any portion of any transcript from such motion or proceeding that
27 reveals Confidential Material is not disclosed in contravention of this Protective Order.
28 The Parties and their counsel shall at all times exercise due care not to disclose

1 Confidential Material.

2 13. If Confidential Material is disclosed at a deposition, only the court reporter
3 and those persons who are authorized by the terms of this Protective Order to receive such
4 Confidential Material may be present. Portions of the transcripts of testimony and
5 exhibits revealing Confidential Material shall be handled to ensure the confidentiality
6 provided for in this Protective Order.

7 14. The production of information, documents, and materials designated as
8 Confidential Material pursuant to this Protective Order shall in no way constitute a
9 general or limited waiver of: (a) any right to object to the production or use of the same
10 information or material on other grounds; (b) the attorney-client, work product or other
11 privilege or legal protection; or (c) any right to object to the production or use of the
12 Confidential Material or any other documents in this Lawsuit or in any other litigation. In
13 addition, an election by any party to disclose any portion of the Confidential Material to
14 others shall not be deemed as a waiver of any of the rights established by this Protective
15 Order.

16 15. If any party or counsel receiving Confidential Material in the Lawsuit is
17 requested to produce such Confidential Material in another action or proceeding pursuant
18 to subpoena, discovery request or other legal process, that party shall promptly notify, in
19 writing, the party in this Lawsuit who produced the Confidential Material, so that such
20 producing party can assert a timely objection. Nothing herein, however, shall require the
21 party who received such Confidential Material to challenge or appeal any order requiring
22 the production of such Confidential Material in another action or proceeding, or to subject
23 itself to any penalties for non-compliance with any legal process or order, or to seek relief
24 from this Court.

25 16. Within thirty (30) days of the conclusion of the Lawsuit, including any
26 appeal thereof, all of the Confidential Material, including any copies or summaries
27 thereof, and all of the executed Agreements to be Bound by the Protective Order
28 Regarding Confidentiality of Documents, shall be returned to the party (or its counsel)

1 that originally produced such Confidential Material or, upon agreement of the party (or its
2 counsel) that originally produced such Confidential Material, destroyed.

3 17. This Stipulation and Protective Order may be executed in counterparts, each
4 of which shall be deemed an original, and all of which shall constitute one document.

5 18. Counsel executing this Stipulation and proposed Protective Order represent
6 and warrant that they have authority from their respective clients to bind them to this
7 Protective Order.

8 19. This Stipulation and the Protective Order shall survive the termination of the
9 Lawsuit, and the Court shall retain jurisdiction to resolve any dispute concerning the
10 Confidential Material.

11 Dated: April 9, 2012.

12 LAW OFFICES OF STEVEN J. PARSONS

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14 By /s/ Joseph N. Mott

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17 Attorneys for NORMAN F. SLIGAR

By /s/ Anthony R. Ager

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Attorneys for JACKSON NATIONAL LIFE
INSURANCE COMPANY

18
19 **ORDER**

20 IT IS SO ORDERED.

21 DATED: April 10, 2012

22 
23 U.S. DISTRICT MAGISTRATE JUDGE
24
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26
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EXHIBIT A

**AGREEMENT TO BE BOUND BY THE PROTECTIVE ORDER REGARDING
CONFIDENTIALITY OF DOCUMENTS**

I, the undersigned, hereby acknowledge that I have received and read a copy of the Protective Order entered in *Sligar v. Jackson National Life Insurance Company*, Case No. 2:11-cv-00403-KJD-CWH, United States District Court for the District of Nevada (the “Lawsuit”); that I understand the provisions in the Protective Order prohibiting the disclosure, exploitation, or use of Confidential Material or other discovery or deposition testimony for any purpose or in any manner not connected with the prosecution or defense of the Lawsuit; that I agree to be bound by all provisions of the Protective Order; that I submit to the jurisdiction of the Court in which the Lawsuit is pending; and that I understand that sanctions may be imposed by the Court, including civil and criminal penalties for contempt of Court, if I fail to abide by and comply with all the terms, conditions and restrictions imposed by the Protective Order.

DATED this _____ day of _____, 20____.

Signature

Printed Name

Address

Telephone Number